

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

Shenzhen Carku Technology Co., Ltd.,

Case No. 2:22-cv-08471-RGK-KS

## Plaintiff and Counterclaim-Defendant,

# INTERIM STIPULATED PROTECTIVE ORDER

V.

Pilot, Inc.,

## Defendant and Counterclaim-Plaintiff.

## 1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to

1 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
2 procedures that must be followed and the standards that will be applied when a party  
3 seeks permission from the court to file material under seal.

4 **B. GOOD CAUSE STATEMENT**

5 This action is likely to involve trade secrets, customer and pricing lists and  
6 other valuable research, development, commercial, financial, technical and/or  
7 proprietary information for which special protection from public disclosure and  
8 from use for any purpose other than prosecution of this action is warranted. Such  
9 confidential and proprietary materials and information consist of, among other  
10 things, confidential business or financial information, information regarding  
11 confidential business practices, or other confidential research, development, or  
12 commercial information (including information implicating privacy rights of third  
13 parties), information otherwise generally unavailable to the public, or which may be  
14 privileged or otherwise protected from disclosure under state or federal statutes,  
15 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
16 information, to facilitate the prompt resolution of disputes over confidentiality of  
17 discovery materials, to adequately protect information the parties are entitled to keep  
18 confidential, to ensure that the parties are permitted reasonable necessary uses of  
19 such material in preparation for and in the conduct of trial, to address their handling  
20 at the end of the litigation, and serve the ends of justice, a protective order for such  
21 information is justified in this matter. It is the intent of the parties that information  
22 will not be designated as confidential for tactical reasons and that nothing be so  
23 designated without a good faith belief that it has been maintained in a confidential,  
24 non-public manner, and there is good cause why it should not be part of the public  
25 record of this case.

26 **2. DEFINITIONS**

27 2.1 Action: Shenzhen Carku Technology Co., Ltd. v. Pilot, Inc., Case No.  
28 2:22-cv-08471-RGK-KS.

1           2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
2 information or items under this Order.

3           2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
4 it is generated, stored or maintained) or tangible things that qualify for protection  
5 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
6 Cause Statement.

7           2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
8 support staff).

9           2.5 Designating Party: a Party or Non-Party that designates information or  
10 items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY.”

13           2.6 Disclosure or Discovery Material: all items or information, regardless of  
14 the medium or manner in which it is generated, stored, or maintained (including,  
15 among other things, testimony, transcripts, and tangible things), that are produced or  
16 generated in disclosures or responses to discovery in this matter.

17           2.7 Expert: a person with specialized knowledge or experience in a matter  
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
19 an expert witness or as a consultant in this action, (2) is not a past or current  
20 employee of a Party or of a Party’s competitor, and (3) at the time of retention, is  
21 not anticipated to become an employee of a Party or of a Party’s competitor.

22           2.8 House Counsel: attorneys who are employees of a party to this Action.  
23 House Counsel does not include Outside Counsel of Record or any other outside  
24 counsel.

25           2.9 Non-Party: any natural person, partnership, corporation, association, or  
26 other legal entity not named as a Party to this action.

27           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
28 to this Action but are retained to represent or advise a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm which  
2 has appeared on behalf of that party, and includes support staff.

3       2.11 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8       2.13 Professional Vendors: persons or entities that provide litigation support  
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12       2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
14 ATTORNEYS’ EYES ONLY.”

15       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
16 from a Producing Party.

17       2.16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
18 Information or Items: extremely sensitive “Confidential Information or Items,”  
19 disclosure of which to another Party or Non-Party would create a substantial risk of  
20 serious harm that could not be avoided by less restrictive means.

21       3. SCOPE

22       The protections conferred by this Stipulation and Order cover not only  
23 Protected Material (as defined above), but also (1) any information copied or  
24 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
25 compilations of Protected Material; and (3) any testimony, conversations, or  
26 presentations by Parties or their Counsel that might reveal Protected Material.

27       Any use of Protected Material at trial shall be governed by the orders of the  
28 trial judge. This Order does not govern the use of Protected Material at trial.

1                   4. DURATION

2                   Even after final disposition of this litigation, the confidentiality obligations  
3 imposed by this Order shall remain in effect until a Designating Party agrees  
4 otherwise in writing or a court order otherwise directs. Final disposition shall be  
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
6 or without prejudice; and (2) final judgment herein after the completion and  
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
8 including the time limits for filing any motions or applications for extension of time  
9 pursuant to applicable law.

10                   5. DESIGNATING PROTECTED MATERIAL

11                   5.1 Exercise of Restraint and Care in Designating Material for Protection.  
12 Each Party or Non-Party that designates information or items for protection under  
13 this Order must take care to limit any such designation to specific material that  
14 qualifies under the appropriate standards. The Designating Party must designate for  
15 protection only those parts of material, documents, items, or oral or written  
16 communications that qualify so that other portions of the material, documents,  
17 items, or communications for which protection is not warranted are not swept  
18 unjustifiably within the ambit of this Order.

19                   Mass, indiscriminate, or routinized designations are prohibited. Designations  
20 that are shown to be clearly unjustified or that have been made for an improper  
21 purpose (e.g., to unnecessarily encumber the case development process or to impose  
22 unnecessary expenses and burdens on other parties) may expose the Designating  
23 Party to sanctions.

24                   If it comes to a Designating Party's attention that information or items that it  
25 designated for protection do not qualify for protection, that Designating Party must  
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.

27                   5.2 Manner and Timing of Designations. Except as otherwise provided in this  
28 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
2 under this Order must be clearly so designated before the material is disclosed or  
3 produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic documents,  
6 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
7 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
8 "CONFIDENTIAL legend") or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
9 EYES ONLY" (hereinafter "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
10 ONLY legend"), to each page that contains protected material. If only a portion or  
11 portions of the material on a page qualifies for protection, the Producing Party also  
12 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
13 in the margins).

14 A Party or Non-Party that makes original documents available for inspection  
15 need not designate them for protection until after the inspecting Party has indicated  
16 which documents it would like copied and produced. During the inspection and  
17 before the designation, all of the material made available for inspection shall be  
18 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
19 documents it wants copied and produced, the Producing Party must determine which  
20 documents, or portions thereof, qualify for protection under this Order. Then, before  
21 producing the specified documents, the Producing Party must affix the  
22 "CONFIDENTIAL legend" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
23 EYES ONLY legend" to each page that contains Protected Material. If only a  
24 portion or portions of the material on a page qualifies for protection, the Producing  
25 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
26 markings in the margins).

27 (b) for testimony given in depositions that the Designating Party identify the  
28 Disclosure or Discovery Material on the record, before the close of the deposition all

1 protected testimony.

2       (c) for information produced in some form other than documentary and for  
3 any other tangible items, that the Producing Party affix in a prominent place on the  
4 exterior of the container or containers in which the information is stored the legend  
5 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
6 ONLY." If only a portion or portions of the information warrants protection, the  
7 Producing Party, to the extent practicable, shall identify the protected portion(s).

8       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone, waive  
10 the Designating Party's right to secure protection under this Order for such material.  
11 Upon timely correction of a designation, the Receiving Party must make reasonable  
12 efforts to assure that the material is treated in accordance with the provisions of this  
13 Order.

14       6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
16 designation of confidentiality at any time that is consistent with the Court's  
17 Scheduling Order.

18       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
19 resolution process under Local Rule 37.1 et seq.

20       6.3 The burden of persuasion in any such challenge proceeding shall be on the  
21 Designating Party. Frivolous challenges, and those made for an improper purpose  
22 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
23 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
24 or withdrawn the confidentiality designation, all parties shall continue to afford the  
25 material in question the level of protection to which it is entitled under the  
26 Producing Party's designation until the Court rules on the challenge.

27       7. ACCESS TO AND USE OF PROTECTED MATERIAL

28       7.1 Basic Principles. A Receiving Party may use Protected Material that is

1 disclosed or produced by another Party or by a Non-Party in connection with this  
2 Action only for prosecuting, defending, or attempting to settle this Action. Such  
3 Protected Material may be disclosed only to the categories of persons and under the  
4 conditions described in this Order. When the Action has been terminated, a  
5 Receiving Party must comply with the provisions of section 13 below (FINAL  
6 DISPOSITION).

7 Protected Material must be stored and maintained by a Receiving Party at a  
8 location and in a secure manner that ensures that access is limited to the persons  
9 authorized under this Order.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
11 ordered by the court or permitted in writing by the Designating Party, a Receiving  
12 Party may disclose any information or item designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
15 disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel) of the  
17 Receiving Party to whom disclosure is reasonably necessary for this Action;  
18 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
19 reasonably necessary for this Action and who have signed the “Acknowledgment  
20 and Agreement to Be Bound” (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and Professional  
24 Vendors to whom disclosure is reasonably necessary for this Action and who have  
25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information or a  
27 custodian or other person who otherwise possessed or knew the information;

28 (h) during their depositions, witnesses ,and attorneys for witnesses, in the

1 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
2 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
3 not be permitted to keep any confidential information unless they sign the  
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
5 agreed by the Designating Party or ordered by the court. Pages of transcribed  
6 deposition testimony or exhibits to depositions that reveal Protected Material may  
7 be separately bound by the court reporter and may not be disclosed to anyone except  
8 as permitted under this Stipulated Protective Order; and

9 (i) any mediator or settlement officer, and their supporting personnel,  
10 mutually agreed upon by any of the parties engaged in settlement discussions.

11 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
13 writing by the Designating Party, a Receiving Party may disclose any information or  
14 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
15 to:

16 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
17 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
18 disclose the information for this litigation and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
20 A;

21 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably  
22 necessary for this litigation and (2) who have signed the “Acknowledgment and  
23 Agreement to Be Bound” (Exhibit A) and (3) as to whom the procedures set forth in  
24 paragraph 7.4, below, have been followed;

25 (c) the court and its personnel;

26 (d) court reporters and their staff, professional jury or trial consultants, and  
27 Professional Vendors to whom disclosure is reasonably necessary for this litigation  
28 and who have signed the “Acknowledgment and Agreement to Be Bound”

1 (Exhibit€; and

2       (e) the author or recipient of a document containing the information or a  
3 custodian or other person who otherwise possessed or knew the information.

4       7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to  
6 Designated Experts.

7       (a) Unless otherwise ordered by the court or agreed to in writing by the  
8 Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
9 Order) any information or item that has been designated “HIGHLY  
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b)  
11 first must make a written request to the Designating Party that (1) identifies the  
12 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
13 information that the Receiving Party seeks permission to disclose to the Expert, (2)  
14 sets forth the full name of the Expert and the city and state of his or her primary  
15 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the  
16 Expert’s current employer(s), (5) identifies each person or entity from whom the  
17 Expert has received compensation or funding for work in his or her areas of  
18 expertise or to whom the expert has provided professional services, including in  
19 connection with a litigation, at any time during the preceding five years,<sup>1</sup> and (6)  
20 identifies (by name and number of the case, filing date, and location of court) any  
21 litigation in connection with which the Expert has offered expert testimony,  
22 including through a declaration, report, or testimony at a deposition or trial, during  
23 the preceding five years.

24  
25  
26       <sup>1</sup> If the Expert believes any of this information is subject to a confidentiality  
27 obligation to a third-party, then the Expert should provide whatever information the  
28 Expert believes can be disclosed without violating any confidentiality agreements,  
and the Party seeking to disclose to the Expert shall be available to meet and confer  
with the Designating Party regarding any such engagement.

1 (b) A Party that makes a request and provides the information specified in the  
2 preceding respective paragraphs may disclose the subject Protected Material to the  
3 identified Expert unless, within 14 days of delivering the request, the Party receives  
4 a written objection from the Designating Party. Any such objection must set forth in  
5 detail the grounds on which it is based.

6 (c) A Party that receives a timely written objection must meet and confer with  
7 the Designating Party (through direct voice to voice dialogue) to try to resolve the  
8 matter by agreement within seven days of the written objection. If no agreement is  
9 reached, the Party seeking to make the disclosure to the Expert may file a motion as  
10 provided in Civil Local Rule 37-2 (and in compliance with Civil Local Rule 79-5, if  
11 applicable) seeking permission from the court to do so. Any such motion must  
12 describe the circumstances with specificity, set forth in detail the reasons why the  
13 disclosure to the Expert is reasonably necessary, assess the risk of harm that the  
14 disclosure would entail, and suggest any additional means that could be used to  
15 reduce that risk. In addition, any such motion must be accompanied by a competent  
16 declaration describing the parties' efforts to resolve the matter by agreement (i.e.,  
17 the extent and the content of the meet and confer discussions) and setting forth the  
18 reasons advanced by the Designating Party for its refusal to approve the disclosure.

19 In any such proceeding, the Party opposing disclosure to the Expert shall bear  
20 the burden of proving that the risk of harm that the disclosure would entail (under  
21 the safeguards proposed) outweighs the Receiving Party's need to disclose the  
22 Protected Material to its Designated Expert.

23        8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
24        IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation  
26 that compels disclosure of any information or items designated in this Action as  
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
28 ONLY," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

18                   9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
19 PRODUCED IN THIS LITIGATION

20 (a) The terms of this Order are applicable to information produced by a Non-  
21 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
23 Non-Parties in connection with this litigation is protected by the remedies and relief  
24 provided by this Order. Nothing in these provisions should be construed as  
25 prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to  
27 produce a Non-Party's confidential information in its possession, and the Party is  
28 subject to an agreement with the Non-Party not to produce the Non-Party's

1 confidential information, then the Party shall:

2       (1) promptly notify in writing the Requesting Party and the Non-Party that  
3 some or all of the information requested is subject to a confidentiality agreement  
4 with a Non-Party;

5       (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
6 Order in this Action, the relevant discovery request(s), and a reasonably specific  
7 description of the information requested; and

8       (3) make the information requested available for inspection by the Non-Party,  
9 if requested.

10       (c) If the Non-Party fails to seek a protective order from this court within 14  
11 days of receiving the notice and accompanying information, the Receiving Party  
12 may produce the Non-Party's confidential information responsive to the discovery  
13 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
14 not produce any information in its possession or control that is subject to the  
15 confidentiality agreement with the Non-Party before a determination by the court.  
16 Absent a court order to the contrary, the Non-Party shall bear the burden and  
17 expense of seeking protection in this court of its Protected Material.

18       10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19       If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
20 Protected Material to any person or in any circumstance not authorized under this  
21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
22 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
23 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
24 persons to whom unauthorized disclosures were made of all the terms of this Order,  
25 and (d) request such person or persons to execute the "Acknowledgment and  
26 Agreement to Be Bound" that is attached hereto as Exhibit A.

27       11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
28 PROTECTED MATERIAL

1        When a Producing Party gives notice to Receiving Parties that certain  
2 inadvertently produced material is subject to a claim of privilege or other protection,  
3 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
4 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
5 may be established in an e-discovery order that provides for production without  
6 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
7 as the parties reach an agreement on the effect of disclosure of a communication or  
8 information covered by the attorney-client privilege or work product protection, the  
9 parties may incorporate their agreement in the stipulated protective order submitted  
10 to the court.

11        12. MISCELLANEOUS

12        12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
13 person to seek its modification by the Court in the future.

14        12.2 Right to Assert Other Objections. By stipulating to the entry of this  
15 Protective Order no Party waives any right it otherwise would have to object to  
16 disclosing or producing any information or item on any ground not addressed in this  
17 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
18 ground to use in evidence of any of the material covered by this Protective Order.

19        12.3 Filing Protected Material. A Party that seeks to file under seal any  
20 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
21 only be filed under seal pursuant to a court order authorizing the sealing of the  
22 specific Protected Material at issue. If a Party's request to file Protected Material  
23 under seal is denied by the court, then the Receiving Party may file the information  
24 in the public record unless otherwise instructed by the court.

25        13. FINAL DISPOSITION

26        After the final disposition of this Action, as defined in paragraph 4, within 60  
27 days of a written request by the Designating Party, each Receiving Party must return  
28 all Protected Material to the Producing Party or destroy such material. As used in

1 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
2 summaries, and any other format reproducing or capturing any of the Protected  
3 Material. Whether the Protected Material is returned or destroyed, the Receiving  
4 Party must submit a written certification to the Producing Party (and, if not the same  
5 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
6 (by category, where appropriate) all the Protected Material that was returned or  
7 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
8 abstracts, compilations, summaries or any other format reproducing or capturing any  
9 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
10 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
11 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
12 reports, attorney work product, and consultant and expert work product, even if such  
13 materials contain Protected Material. Any such archival copies that contain or  
14 constitute Protected Material remain subject to this Protective Order as set forth in  
15 Section 4 (DURATION).

16       14. Any violation of this Order may be punished by any and all appropriate  
17 measures including, without limitation, contempt proceedings and/or monetary  
18 sanctions.

19 /

20 /

21 /

22 /

23 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

24

25 DATED: June 8, 2023

26 /s Heath L. Hyatt

27 Attorneys for Plaintiff

28

1 DATED: June 8, 2023

2 /s Alex W. Ruge

3 Attorneys for Defendant

4

5 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

6

7 DATED: June 8, 2023

8 Karen L. Stevenson

9

10 Karen L. Stevenson

11 Chief United States Magistrate Judge

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on \_\_\_\_\_ in the case of *Shenzhen Carku Technology Co., Ltd. v. Pilot, Inc.*, Case  
8 No. 2:22-cv-08471-RGK-KS. I agree to comply with and to be bound by all the  
9 terms of this Stipulated Protective Order and I understand and acknowledge that  
10 failure to so comply could expose me to sanctions and punishment in the nature of  
11 contempt. I solemnly promise that I will not disclose in any manner any information  
12 or item that is subject to this Stipulated Protective Order to any person or entity  
13 except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
18 type full name] of \_\_\_\_\_ [print or type  
19 full address and telephone number] as my California agent for service of process in  
20 connection with this action or any proceedings related to enforcement of this  
21 Stipulated Protective Order.

22 | Date:

23 || City and State where sworn and signed:

24 Printed name:

25 | Signature: